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11 **UNITED STATES BANKRUPTCY COURT**  
12 **NORTHERN DISTRICT OF CALIFORNIA**  
13 **SAN FRANCISCO DIVISION**

14 **In re:**

15 **PG&E CORPORATION**

16 **-and-**

17 **PACIFIC GAS AND ELECTRIC**  
18 **COMPANY,**

19 **Debtors.**

- 20 ☐ Affects PG&E Corporation  
21 ☐ Affects Pacific Gas and Electric Company  
22 ☒ Affects both Debtors

) Bankruptcy Case  
) No. 19-30088 (DM)

) Chapter 11

) (Lead Case)  
) (Jointly Administered)

) **DECLARATION OF MICHAEL W.**  
) **STRAMBI IN SUPPORT OF THE**  
) **LIMITED OBJECTION AND**  
) **RESERVATION OF RIGHTS OF**  
) **METRICSTREAM, INC. TO**  
) **PROPOSED ASSUMPTION OF**  
) **CERTAIN EXECUTORY CONTRACTS**  
) **AND CURE AMOUNTS**

) Related Docket Nos. 6320, 7073

23 I, Michael W. Strambi, declare as follows:

24 1. I am the Chief Financial Officer for Metricstream, Inc. ("**Metricstream**") and I am  
25 authorized to execute this Declaration on behalf of Metricstream. If called to testify, I could  
26 and would competently testify to the facts set forth herein based on my personal knowledge of  
27 those facts, events and transactions.<sup>1</sup>

28 2. Metricstream is a Delaware corporation and, among other activities, it provides on-  
demand governance, risk management and compliance management and software application

<sup>1</sup> Capitalized terms used in this Declaration, but which are not defined herein, shall have the meanings ascribed to them in the Cure Objection filed concurrently herewith.



1 services (collectively, the “**Services**”) to Metricstream’s business customers. (individually, a  
2 “**Customer**” and, collectively, “**Customers**”). This declaration is filed in support of the  
3 *Limited Objection and Reservation of Rights of Metricstream, Inc. to the Proposed Assumption*  
4 *of Certain Executory Contracts and Cure Amounts* (the “**Assumption Objection**”) filed by  
5 Metricstream with respect to the possible assumption by the Debtors of those certain executory  
6 contract to which the Creditors are a counterparty (as hereinafter identified).  
7

8 MAINTENANCE OF BUSINESS RECORDS

9 3. In my official capacity, I have personal knowledge of the method by which Metricstream  
10 maintains permanent records of its transactions (individually, a “**Transaction**” and,  
11 collectively, the “**Transactions**”) with its customers and, thereupon, I declare and state that  
12 Metricstream maintains permanent records of all Transactions in a computerized accounting  
13 system. All amounts due and owing to Metricstream with respect to any Transaction with a  
14 Customer including, but not limited to, payments related to the Services, taxes, interest owed  
15 with respect to any Service or agreement, fees, and other charges (individually, an “**Obligation**”  
16 and, collectively, the “**Obligations**”), are entered in this accounting system at, or near, the time  
17 such Obligations are incurred. Likewise, all payments made by a Customer with respect to any  
18 Obligation or Transaction, and all other credits and debits related to any Obligation or  
19 Transaction, are entered in this accounting system at, or near, the time such payment is received  
20 and/or such credit or debit is made or incurred. Each such entry is made in the regular course of  
21 business by employees of Metricstream who process these payments, receipts, credits, and  
22 debits. If necessary, Metricstream can print hard copies of all entries.

23 4. I have personal knowledge of the manner by which Metricstream maintains records of its  
24 written contracts, statements of work, schedules and any other documents related to such  
25 contracts, and all amendments to any contract, statement of work, schedule, and/or any other  
26 document (individually, a “**Agreement**” and, collectively, the “**Agreements**”) with its  
27 Customers. As a regular part of its business, Metricstream maintains permanent records of the  
28 Agreements and these records are compiled at the time, or near the time, that an Agreement is



1 received or processed.  
2

3 METRICSTREAM CONTRACT

4 5. I have personally reviewed Metricstream's records relating to the Debtors, including the  
5 Transactions, the Obligations and the Agreements, and I am personally familiar with  
6 Metricstream's Account with certain of the above-named Debtors.

7 6. Pacific Gas and Electric Company (one of the above-identified Debtors) entered into  
8 those certain Contract Work Authorizations (the "CWAs")<sup>2</sup> whereby (a) Pacific Gas and  
9 Electric Company ordered Services from Metricstream and became obligated to pay the  
10 aggregate full contract amount for the Services, and Metricstream became obligated to  
11 provide the Services to the Debtors.

12 7. The terms and conditions applicable to the Services that are subject to the CWAs are set  
13 forth in the *Master Software License Agreement No. 4400009962* dated August 3, 2015 by and  
14 between the Debtors and Metricstream, (the "MSA", the MSA together with the CWAs  
15 constitute the "**Metricstream Contract**"). A copy of the Metricstream Contract is not  
16 attached hereto due to the confidentiality provisions contained within the Metricstream  
17 Contract. However, a copy may be made available to the Debtors and the Committee in the  
18 event any response is filed to this Cure Objection.

19 BANKRUPTCY CASE

20 8. Based upon information and belief, I am informed that, on January 29, 2019 (the  
21 "**Petition Date**"), each of the above-captioned Debtors (collectively, the "**Debtors**") filed their  
22 individual, voluntary petitions in the above-captioned Court (the "**Court**") seeking relief under  
23 Chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**").

24 9. Based on information and belief, I am informed that, on February 7, 2020, the Debtors  
25  
26

27 \_\_\_\_\_  
28 <sup>2</sup> The CWAs are listed on the "Cure Amount Summary" which is attached hereto as Exhibit A, and incorporated by  
reference herein as if fully set forth.



1 filed their Disclosure Statement<sup>3</sup> (the “**Disclosure Statement**”) to their Proposed Plan<sup>4</sup> (the  
2 “**Proposed Plan**”). Pursuant to the Proposed Plan at Article VI11, Section 8.1(a):

3 “As of, and subject to, the occurrence of the Effective Date and the payment of any  
4 applicable Cure Amount, all executory contracts and unexpired leases of the Reorganized  
5 Debtors shall be deemed assumed, unless such executory contract or unexpired lease (i) was  
6 previously assumed or rejected by the Debtors, pursuant to a Final Order, (ii) previously  
7 expired or terminated pursuant to its own terms or by agreement of the parties thereto, (iii)  
8 is the subject of a motion to assume, assume and assign, or reject filed by the Debtors on or  
before the Confirmation Date, or (iv) is specifically designated as an executory contract or  
unexpired lease to be rejected on the Schedule of Rejected Contracts.” (the “**Plan  
Assumption Provision**”).

9 10. Based on information and belief, I am informed that, on February 19, 2020, the Debtors  
10 filed their motion seeking, among other things, approval of the Disclosure Statement and  
11 procedures for the solicitation and voting of the Proposed Plan and the assumption of certain  
12 executory contracts and unexpired leases (the “**Disclosure Statement Motion**”).<sup>5</sup>

13 11. Based on information and belief, I am informed that, on March 17, 2020, the Court  
14 entered the Disclosure Statement Order<sup>6</sup> approving the Disclosure Statement and the solicitation  
15 and voting procedures (the “**Plan Procedures**”) related to the Proposed Plan.

16 12. Based upon information and belief, I am informed that, on May 1, 2020, pursuant to the  
17 Plan Procedures, the Debtors filed their Plan Supplement containing, *Exhibit A—Schedule of*  
18 *Executory Contracts and Unexpired Leases to be Rejected pursuant to the Plan* (the “**Rejection**  
19 **Notice**”) <sup>7</sup> that identifies the executory contracts and unexpired leases that it may reject pursuant  
20 to the Proposed Plan. The Metricstream Contract was not listed on the Rejection Notice.

21 13. Based upon information and belief, I am informed that, on May 1, 2020, pursuant to the

22  
23 <sup>3</sup> See [Proposed] Disclosure Statement for Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of Reorganization  
[ECF5700] (the “**Disclosure Statement**”).

24 <sup>4</sup> See Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of Reorganization Dated January 31, 2020 [ECF 5590] as  
revised on March 16, 2020 [ECF 6320] (the “**Proposed Plan**”).

25 <sup>5</sup> See Debtors’ Motion for Entry of an Order (I) Approving Form and Manner of Disclosure Statement; (II) Establishing and  
Approving Plan Solicitation and Voting Procedures; (III) Approving Form of Ballots, Solicitation Packages, and Related Notices;  
and (IV) Granting Related Relief (the “**Disclosure Statement Motion**”) [ECF 5835].

26 <sup>6</sup> See Order (I) Approving Form and Manner of Disclosure Statement; (II) Establishing and Approving Plan Solicitation and  
Voting Procedures; (III) Approving Form of Ballots, Solicitation Packages, and Related Notices; and (IV) Granting Related Relief  
27 (the “**Disclosure Statement Order**”) [ECF 6340].

28 <sup>7</sup> See Notice of Filing of Plan Supplement in Connection with Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of  
reorganization Dated March 16, 2020 at Exhibit A—Schedule of Executory Contracts and Unexpired Leases to be Rejected  
pursuant to the Plan (the “**Rejection Notice**”) [ECF 7073].



1 Plan Procedures, the Debtors filed their Plan Supplement containing, *Exhibit B—Schedule of*  
2 *Executory Contracts and Unexpired Leases to be Assumed pursuant to the Plan and Proposed*  
3 *Cure Amount* (the “**Cure Notice**”)<sup>8</sup> that identifies the executory contracts and unexpired leases  
4 that it may assume pursuant to the Proposed Plan, and the monetary defaults (the “**Cure**  
5 **Amounts**”) with respect to such contracts and leases that it contends must be cured as a  
6 condition of assuming a specific contract or lease. The Metricstream Contract was not listed on  
7 the Cure Notice.

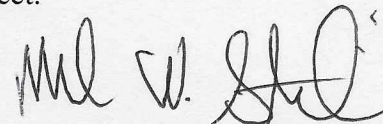
8 14. Based on information and belief, I am informed that the Metricstream Contract may be  
9 deemed assumed per the Plan Assumption Provision.

10 CURE AMOUNT

11 15. Based upon my review of Metricstream’s books and records pertinent to the Debtors’  
12 account, I declare and state that (a) the Debtors have failed to pay all Fees due and owing  
13 pursuant to the Metricstream Contract, and (b) more specifically, as of this date, not less than  
14 **US\$ 268,318.51** (the “**Metricstream Cure Amount**”) is due and owing to Metricstream  
15 pursuant to the Metricstream Contract. A summary of the Metricstream Cure Amount (the  
16 “**Cure Amount Summary**”) is attached hereto as Exhibit A and incorporated by reference  
17 herein as if fully set forth.

18 16. Copies of the Invoices are not attached hereto due to the confidentiality provisions  
19 contained within the Metricstream Contract, however, copies may be made available to the  
20 Debtors upon request.

21 This Declaration was executed on May 14, 2020 in San Mateo, California. I declare under  
22 penalty of perjury that the foregoing is true and correct.

23 

24  
25 **Michael W. Strambi**

26  
27 <sup>8</sup> See Notice of Filing of Plan Supplement in Connection with Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of  
28 reorganization Dated March 16, 2020 at Exhibit B—Schedule of Executory Contracts and Unexpired Leases to be Assumed  
pursuant to the Plan and Proposed Cure Amount (the “**Cure Notice**”) [ECF 7073].

**EXHIBIT A**  
**CURE AMOUNT SUMMARY**

CWA #	CWA Date	Invoice No.	Date	Due Date	PO #	Description	BALANCE	Pre-Petition	Admin. Exp. Accrued
2501464901	9/20/2016	10757	26-Jul-17	09-Sep-17	2501464901	TPM Go Live	\$ 36,474.00	\$ 36,474.00	
CW2220929	6/30/2017	11122	02-Oct-17	16-Nov-17	2700001659	ISM Wave II CR#2-Task 4	\$ 3,000.00	\$ 3,000.00	
CW2243386	3/13/2018	13789	28-Dec-18	11-Feb-19	2700079384	Oct 2018 expenses	\$ 1,189.37	\$ 1,189.37	
CW2244983	3/28/2018	13744	20-Dec-18	03-Feb-19	2700001551	Milestone 1- Kick-off	\$ 8,648.00	\$ 8,648.00	
CW2244983	3/28/2018	13745	20-Dec-18	03-Feb-19		Milestone 2-UAT Sign-off	\$ 25,943.00	\$ 25,943.00	
CW2244983	3/28/2018	13746	20-Dec-18	03-Feb-19	2700000155	Milestone 3-Go Live	\$ 8,648.00	\$ 8,648.00	
C8943	6/27/2018	13747	20-Dec-18	03-Feb-19	2700128495	Training Delivery-1Day	\$ 5,500.00	\$ 5,500.00	
C10442	8/29/2018	13669	07-Dec-18	21-Jan-19	2700156468	Milestone 1.1	\$ 26,566.00	\$ 26,566.00	
C10442	8/29/2018	13670	07-Dec-18	21-Jan-19	2700156468	Milestone 1.2	\$ 33,208.00	\$ 33,208.00	
C10442	8/29/2018	13772	25-Dec-18	08-Feb-19	2700156468	Milestone 1.3 partial	\$ 10,000.00	\$ 10,000.00	
C10442	8/29/2018	13773	25-Dec-18	08-Feb-19	2700156468	Milestone 4	\$ 6,642.00	\$ 6,642.00	
C10442	8/29/2018	15334	30-Sep-19	14-Nov-19	2700156468	Milestone 2.2			
C10442	8/29/2018	15720	19-Dec-19	02-Feb-20	2700156468	Travel Expenses january 2019	\$ 515.79		\$ 515.79
C10073	8/31/2018	14683	20-May-19	04-Jul-19	2700159045	Sprint-2 UAT	\$ 20,662.80		\$ 20,662.80
C10073	8/31/2018	14983	16-Jul-19	30-Aug-19	2700159045	Go-Live	\$ 6,888.00		\$ 6,888.00
C10073	8/31/2018	11275	06-Nov-17	21-Dec-17	2700001551	Wave 2-GAP-FIT Doc signoff	\$ 6,045.26	\$ 6,045.26	
C10073	8/31/2018	12177	26-Mar-18	10-May-18	2700001551	Oct & Nov 2017 expenses	\$ 7,310.39	\$ 7,310.39	
C2700129509	9/25/2018	13742	20-Dec-18	03-Feb-19	2700001551	SOW Sign off and Code release	\$ 10,862.00	\$ 10,862.00	
C2700129509	9/25/2018	13743	20-Dec-18	03-Feb-19	2700001551	Go Live Sign-off	\$ 2,716.00	\$ 2,716.00	
C11168	10/17/2018	14344	30-Mar-19	14-May-19	2700179447	Go Live	\$ 1,177.35	\$ 1,177.35	
C12694	12/19/2018	14342	30-Mar-19	14-May-19	2700208922	Project Kick off	\$ 3,600.00		\$ 3,600.00
C12694	12/19/2018	14343	30-Mar-19	14-May-19	2700208922	Go-Live	\$ 654.55	\$ 654.55	
C20824	4/7/2020	16323	15-Apr-20	30-May-20	2700432142	Milestone 1: Project Kick-off	\$ 20,068.00		\$ 20,068.00
C20824	4/7/2020	16224	31-Mar-20	15-May-20	2700156467/1	Sandbox MS Cloud	\$ 22,000.00		\$ 22,000.00

**\$ 268,318.51    \$ 194,583.92    \$ 73,734.59**

**Current Cure Amount    \$                    268,318.51**